

1897-051 Chancery Causes: Adm. of William M. Pennington vs A. J. Jackson & Co
Lee Co.

Pennington Gap Improvement Co., Wood

CA-Debt
T-Property

-Deed

To The Hon. W.T. Miller;

Judge of the Circuit Court for the County of Lee:

Humbly complaining your orator R.L. Pennington Administrator of the estate of W.M. Pennington, ^{deceased} would respectfully represent and show unto your honor 25th day of July, 1891 A.J. Jackson executed to the Pennington Gap. Imp. Co., a corporation doing business in the State of Va., two notes, one for \$66.66 and the other for \$66.67 for the first and second deferred payments on two lots sold by the said Pennington Gap. Imp. Co., to the said A.J. Jackson one of which note became due and payable July 20th, 1892 and the other July 20 1893, said lots sold as afore said are described as Lots Nos. 32 and 33 in Block No. 18 of Plat No. 2 of the town of Pennington Gap. Your orator will further represent and show unto your honor that the said Pennington Gap Improvement Company for valuable consideration, on the 15th day of May, 1894, assigned to the said W.M. Pennington the said notes as afore said, as will appear from the endorsement on the back of the said notes herewith filed as exhibits "A" and "B"; that ~~he~~ after the assignment as afore said, to wit on the 19th day of October, 1895, the said W.M. Pennington departed this life and your said orator qualified as his administrator, and as such took possession of all his personal estate, including these notes. Your orator will also admit that part of these notes have been paid but not all, but your orator is unable to state what the credits are; when these notes came into the possession of your orator they had no credits upon them, but A.J. Jackson holds receipts for all that has been paid on them. Your orator will further represent and show unto your honor that if the said Pennington Gap Improvement Co. has ever made to the said Jackson any deed for the said property he the said Jackson has failed to have the same recorded, for your orator can not find it to make exhibit of it.

And your orator here calls upon the said Pennington Gap Imp. Co to say whether or not it has so made a deed to the said Jackson, and if it has your orator here calls upon the said A.J. Jackson to file with his answer ~~the deed~~. But your orator is informed, believes and charges that the said deferred payments was to constitute a vendor's lien upon the said property in case of an actual conveyance made, and in case there has never been any deed the Pennington Gap Improvement Company has retained title until payment of the purchase money. Your orators will further represent and show unto your honor that the said A.J. Jackson on the 3rd day of October, 1894 executed to your orator R.L. Pennington Trustee, a deed of trust to secure a debt to R.J. Wood of \$750.00, a copy of which said deed is here filed and made part of this bill marked "D"; that on the ____ day of July, 1896, the said R.L. Pennington Trustee in accordance with the said deed of trust sold the same at public outcry, and R.J. Wood became the purchaser at the price of \$100.00 and the trustee as aforesaid made and executed a deed to the said R.J. Wood a copy of which is here filed marked "E" and prayed to be considered as part of this bill.

The premises considered your orator advises that he has a lien by reason of the facts set out as aforesaid against the said lots or parcels of land and has a right to have the same enforced in this court; The prayer therefore of your orator is that A.J. Jackson, The Pennington Gap Improvement Company, and R.J. Wood be made parties to this bill of complaint, that A.J. Jackson be required to specially answer ^{what} payments he has made and file his receipts with said answer that the other defendants also answer all and each of the allegations of this bill, but neither need answer under oath that being waived, that a decree be entered upon a hearing declaring your said orators debt a lien, and ordering sale of the said property, and may all other relief be granted your orator that the nature of his cause may demand, and he will ever pray &c.

Peremptory Bro. P. O.

$$\begin{array}{r} 66\ 66 \\ 2 \\ \hline 133.32 \end{array}$$

19.50

18

$$\begin{array}{r} 18 \\ \hline 15-2 \\ 19 \\ \hline 3.42 \\ 14.50 \\ \hline 22\ 9\ 2 \end{array}$$

\$ 66.66

Pennington's Gap, Lee Co., Va., July 20th 1891

One year after date, with interest from date, \$

promise to pay to the order of Pennington's Gap Improvement Company

Sixty Six and 66/100 DOLLARS,

negotiable and payable at Cash on hand office, being the 12th

deferred installment of the purchase price of Lot No. 32533, in Block No. 18,

Plat No. 2, of the town of Pennington's Gap, and \$ hereby waive the benefit

of all Homestead exemptions as to this debt, and \$ agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

A J Jackson

Due July 20 1892

Address, Pennington Gap

For Value received
we assign the within
note to

W. M. Cunningham
5/15/94

Per Geo Sampson
By J. J. Morgan
Treas.

\$ 66.67

Pennington's Gap, Lee Co., Va., July 28 1897

Two years after date, with interest from date, 1

promise to pay to the order of Pennington's Gap Improvement Company

Sixty and 67/100 DOLLARS,

negotiable and payable at Camp Creek, being the 249

deferred installment of the purchase price of Lot No. 2783, in Block No. 18,

Plat No. 2, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

A J Jackson

Due July 2 1893.

Address, Pennington Gap

For Value received
we assign the within
note to J. W. Cunningham

5/15/94

Per Geo. Dimp. Q

By H. J. Morgan
Treas

Pliffs Costs

Clerk 4.58

Lax 1.50

Shft 1.50

Co. C 1.50

atty 5.00

Estimated 5.00

\$19.08

R. L. Pennington Admr.

Plaff.

vs. ; 1st CHANCERY,

A. J. Jackson, et al.

Defts.

Pennington Bros. PQ.

1896 2nd Oct rules bill filed
Epa 24th & Dec

" 1st Nov rules taken to last
Monday in Oct Det. Confd
& Cause Set for hearing

Sale Jour 10/10/97

R. L. Pennington, \$45.00

19.08

To the Hon. W^m J. Miller, Judge of the
circuit court for the County:-

The Receiver of the Pennington
Gap Improvement Company, a
corporation doing business in the
state of Va. to a bill in chancery
filed in this honorable court by
R. L. Pennington, Admr. vs. your
respondent and A. J. Jackson and
another,

Answering it says, that it
is true that it sold the land to
the said Jackson in the manner
afore said in the bill of
the complainant, and that it
assigned the said notes which
in the said bill to the said
Sloutoff's dec'd; and that it
made & delivered a deed to the
said property to the said Jackson
reserving a mortgage like for the
balance of the purchase money
evidenced by the said notes. And
now hoping fully, answers prays
to be hence dismissed, &c.

The Pennington Gap Imp Co.

By Counsel,

E. M. Pennington Atty for &c,

R.L.Pennington, Admr.

Complainant.

Vs.

In Chancery.

A.J.Jackson, et al

Defendants.

This cause came on this the 9th day of June, 1897, to be again heard upon the papers formerly read therein and the report of Special Commissioner, R.L.Pennington, reporting a deed made and executed by him as commissioner to R.J.Wood, and was argued by counsel.

On Consideration of all which, and the said report being un-
excepted to, the same is hereby confirmed, and it is ordered that the clerk of the court will deliver to the said R.J.Wood, the said deed upon the payment of \$5.00 to the said R.L.Pennington for his services in making and reporting the said deed. And there remain-
ing nothing further to be done in this cause the same is stricken from the docket.

R. L. Permington, Admr. Compl.

Vs. Decree final.

A. J. Jackson, et al. Defts.

Enter this June the 9, 1897.

Mr. Zm

QOB. 2 590

R.L.Pennington, Administrator,

Complainant,

Vs:

In Chancery,

A.J.Jackson, et al,

Defendants.

This cause came on this the 8th day of June, 1897, to be heard upon the papers formerly read therein and the report of Special Commissioner R.L.Pennington, filed herein on the 19th day of May, 1897, and was argued by counsel. On consideration of all which and for reasons appearing to the court, and the said report being unexcepted to, the same is hereby confirmed, and it is adjudged ordered and decreed that R.L.Pennington, who is hereby appointed a special commissioner for the purpose, will ~~after~~ make execute and deliver to the said R.J.Wood a deed to the property purchased in this cause by her, with covenants of special warranty, and report his action to a future day of the term and the cause is continued till the coming in of his report upon said deed.

R.L. Pennington, on Affirm. Confd.

Decreed

A.J. Jackson, et al. Deeds.

Filed for record June 10, 1897.

R.L.Pennington, ~~Admr.~~ Compl.

Vs. Decree/

A.J.Jackson, et al. Defts.

Enter this June 8th, 1897.

W. J. M.
COR p. 575-6

cause is continued until the coming in of his report upon said deed.

truly, and report his action to a future day of the term and the purchased in this cause by her, with government of special well- executed and deliver to the said R.J. Wood a deed to the property appointed a special commissioner for the purpose, will execute make indeed ordered and decreed that R.L. Pennington, who is hereby being unexcepted to, the same is hereby confirmed, and it is adjudged which and for reasons appearing to the court, and the said report of May, 1897, and was signed by counsel. On consideration of all Special Commissioner R.L. Pennington, filed herein on the 18th day of May upon the papers formerly read therein and the report of this cause case on this the 8th day of June, 1897, to be

A.J.Jackson, et al.,

Defendants.

vs:

In Chancery,

R.L. Pennington, Administrator,

Complainant,

R. L. Pennington, Adm^r Complainant
vs. In Chancery
A. J. Jackson et al Defendants

This cause came on this day to be heard upon the bill of the Complainant and exhibits filed therewith and the answer of the Pennington Gap Lumber Co. ~~and~~ ~~R. J. Ward~~, and general replication thereto and it appearing to the Court that A. J. Jackson ^{et al} have been served with process for more than 15 days, before the first day of this term of the court, and they failing to appear, plead, answer or demur upon motion of counsel for the plaintiff the said bill of the plaintiff, as to the said A. J. Jackson, ^{et al} ~~is~~ taken for confessed. Upon consideration of all which and for reasons appearing to the Court and it ^{being} admitted by the plaintiff that all of the debt mentioned in the said bill due the said plaintiff by the said A. J. Jackson has been paid, except the sum of \$19.50 with interest from the 1st day of May 1894, it is adjudged, ordered and decreed

that the said C. L. Cunningham driver,
recovers of the said A. J. Jackson the
sum of \$19.50 with interest thereon from
the 1st day of May 1894 and the costs
of this suit, which said sum and
costs aforesaid is hereby declared a
lien upon the lot or parcel of land
in the bill and proceedings described.
Unless the said sum of money with its
interest and costs of this suit be
paid within 20 days from the
date of this decree then C. L. Cun-
ningham, who is hereby appointed
a Special Commissioner for the pur-
pose after having advertised the time
terms and place of sale for 30 days
by written or printed notices posted
at at least three public places in the
County, sell the said land at the front
door of the Court house on some court day
at public outcry to the highest bidder for
enough cash in hand to pay the cost
of this suit and the commissions
of sale, and the remainder in three
equal installments due in six, twelve
and eighteen months time requiring
of the purchaser bonds executed to

himself with good personal security.
And the said C. L. Cunningham before
entering upon the duties required
of him by the said decree shall
execute bond before the clerk of
this court conditioned as the law
requires in such cases in the
penalty of \$500, and he will report
his action at the next term of this
court, and this cause is continued

P. L. Huntington

24.8. Dec 1896

A. J. Jackson, at the

Entered in Chey Order
Book 4 Page 485-6

Enter this Nov.

10th 1896.

N. J. M.

R. L. Pennington Admr.

vs.

A. J. Jackson et al.

#

To the Hon W. P. Miller, Judge of the Circuit Court
for Lin County.

In a decree entered in the above styled
cause pending in your honor's court by order
of the Nov. term 1896, the undersigned was
directed to make sale of the lots in the bill
& proceedings mentioned above, & in compliance
to said order your Commissioner on the
18th day of January, 1897, after having adver-
tised the time & place of sale as
directed by said order proceeded on the ~~18th~~
said day to make sale of said property at
the front door of the Court house of the
county of Lin, and the only bid made
was \$45⁰⁰ from R. J. Wood, and to
her the land was conveyed &c.
she has paid your Court the out of the
debt for which the land was sold
which is

	22.92
she will pay she says before court	com. 22.50
	19.08
there will remain on purchase	\$42.00
	\$30.92
	45.00

but your court did not take any notes
for this reason she is the owner of the
property as purchaser under a deed of
trust as will be seen by deed filed in
suit.

Now if the said sale is confirmed
R. J. Wood is entitled to a deed to this

property. To be sure the price is exceedingly
low for the hour, but when we con-
sider that she was the owner of the
property under the deed of trust your
Commissioner sees no reason why
she may not have a deed.

Respectfully submitted

R. L. Huntington

Spec. Commr.

R. L. Huntington, Admr.

vs. Report of sale

by R. L. P. Commr.

A. J. Jackson & Co.

1111

May 19th 1897.

A. B. Munsey, Clerk.

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County:

In the Chancery cause of R.L. Pennington Admr. Vs. A.J. Jackson et al, the undersigned was by decree entered on the 8th day of June, 1897, directed to make and execute to R.J. Wood a deed to the property which she purchased and has been reported herein, and in obedience to the said order your said commissioner has completed the task assigned him and herewith filed the said deed and submits his action to the court.

Respectfully,

Robert Pennington

Comr.

Filed June 24th 1897.

.....

A.J. Jackson, et al.

vs. R.L. Pennington, Admr.

Chancery Cause.

R. L. Pennington, Admr.

vs. Report of Deed.

A. J. Jackson, et al.

.....

Filed June 9th, 1897.

W B Munsey Clerk.

Comr.

Respectfully,

and submit his action to the Court.

completed the task assigned him and herewith files the said deed
and in obedience to the said order your said commissioner has
the property which she purchased and has been reported herein,
of June, 1897, directed to me and executed to R. L. Wood a deed to
son of R. L. the undersigned was by me first entered on the 8th day

In the Chancery cause of R. L. Pennington Admr. vs. A. J. Jack-
son et al. W. B. Miller, Judge of the Circuit Court for the County

This deed made this the 8th day of June, 1897, by and between R.L. Pennington, Commissioner, party of the first part, and R.J. Wood, party of the second part, all of Lee County Va.

Whereas, on the 10th day of November, 1896, it was ordered and decreed by the Circuit Court for Lee County, in a certain cause therein depending, on the chancery side of the said court, between R.L. Pennington, Administrator of the estate of W.M. Pennington, deceased, complainant, and A.J. Jackson and others Defendants, that R.L. Pennington, who was thereby appointed a special commissioner for the purpose, should at public outcry, make sale of a certain lot or parcel of land lying and being in the town of Pennington Gap, Virginia, having first advertised the time terms and place of sale. And, whereas, the said R.L. Pennington, commissioner as aforesaid, in pursuance to the said decretal order of the said court, did on the 18th day of January, 1897, at the front door of the court house, on the first day of the county court for Lee County, offer for sale the said lot or parcel of land described in the said bill, at which said sale the land was knocked off to the said R.J. Wood, who became the best bidder at the price of \$45.00. And, whereas, the whole of the purchase money has been paid; And by an order entered in the said cause the said R.L. Pennington, Commissioner as aforesaid has been directed to make and execute to the said purchaser, R.J. Wood, a deed of conveyance with covenants of special warranty to the said property; Now, in consideration of the premises, and in obedience to the said decretal order of June the 8th, 1897; the said R.L. Pennington Commissioner as aforesaid do hereby grant, release and convey unto the said R.J. Wood, that certain tract or parcel of land lying and being in the town of Pennington Gap, Va., and known as lots No. 32 and 33 in Block No. 18 of the plat of the Pennington Gap Improvement Company, and being the same lot of land that was conveyed to the said A.J. Jackson by deed of the said

Pennington Gap Improvement Co., with covenants of special warranty, together with all of the appurtenances thereunto belonging, or in any wise appurtenant. To have and to hold the said tract or parcel of land unto the said R.J. Wood, and her heirs and assigns forever, together with all the appurtenances.

Witness the following signature and seal, the day and year first above written.

R. L. Pennington Seal.

Virginia, Lee County, to-wit:

I, S. V. F. Richmond, clerk of the Circuit Court for Lee County, in the state aforesaid, do hereby certify that R. L. Pennington, whose name is signed to the foregoing writing bearing date the 8th day of June, 1897, has this day acknowledged the same before me in my county and state aforesaid. Given under my hand this the 10th day of June, 1897.

S. V. F. Richmond Clerk.

R. J. Wood.

From: Deed

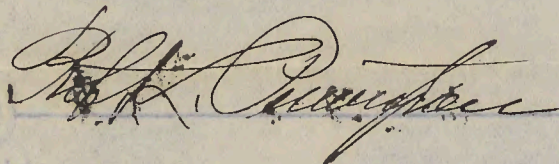
R. L. Pennington.
.....

copy,

This Deed made this the 21st day of July, 1896, between R.L. Pennington, Trustee, of the first part and R.J. Wood, party of the second part. Whereas A.J. Jackson and Amanda Jackson, by a certain deed dated the 3rd day of October, 1894, and recorded in the Clerk's office of the County Court for Lee County, did grant and convey unto the said R.L. Pennington Trustee, his heirs and assigns, all of certain tracts or parcels of land situated and lying in the County of Lee and in the town of Pennington Gap, Va. in trust to secure a certain debt to be paid by the said A.J. Jackson to R.J. Wood, or her assigns; *And Whereas the said R.L. Pennington Trustee* as his heirs and assigns were empowered, on failure of the said A.J. Jackson, or his assigns to pay the said debt to the said R.J. Wood, or her assigns, to sell the said property for the purpose of accomplishing the said trusts therein contained; and whereas the said A.J. Jackson having failed to perform the requirements contained in the said deed, the said R.L. Pennington, in exercise of the said trusts therein declared, did, on the 20th day of July, 1896, after having given the notices required by the said deed, expose to sale the said lots of land as aforesaid, with its appurtenances, at public auction for cash in hand, at which said sale the said R.J. Wood became the purchaser at the price of \$100.00, which was the highest bid. Now this deed witnesseth, that the said R.L. Pennington, Trustee in the said deed of trust, for and in consideration of the premises, and the further consideration of the said \$100.00 having been fully paid and before the sealing and delivery of these presents, all of which said sum was paid over to the said R.J. Wood as the beneficiary under the said deed of trust except \$2.00, retained as commission for sale, doth grant, bargain, sell and convey, release and confirm unto the said R.J. Wood her heirs and assigns forever all that certain tract or parcel of land situated and lying in the County of Lee, and in the town of Pennington Gap, Va. and known as

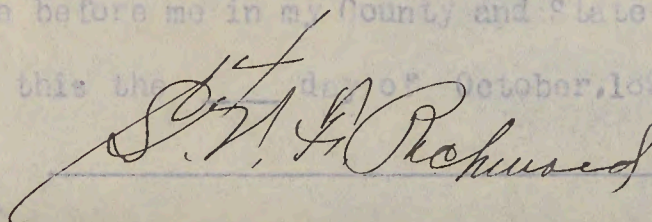
... 33 in Block "C. 10." on plat "C. 2" of the Pennington
... being the same land that was conveyed to the said
... the 20th day of July, 1891, by the said Company.
... conveyed to the said R. I. Pennington in the
... deed of conveyance aforesaid. To have and to hold the said
... R. J. Wood, her heirs and assigns
... together with all the appurtenances thereto belonging, or in
... And the said R. I. Pennington, Trustee, for
... himself and his heirs both covenant and agree with the said R. J.
... and her heirs and assigns, that the said R. I. Pennington, Trustee
... the said tract of land to forever warrant and defend
... in so far as he is so concerned as trustee.

Witness the following signature and seal the day and year first
above written.

 Soul.

Witness my hand and seal of the County of ...

... 1. S. W. F. Richmond, Clerk of the County Court for the County
... to certify that R. I. Pennington, whose name is signed to the
... the 21st day of July, 1891, has this
... before me in my County and State aforesaid
... Given under my hand this the ... day of October, 1891.

 Clerk.

R. J. Wood,

From: Duck

R. L. Pennington,
Mustos

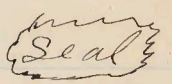
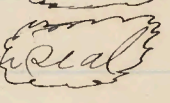
"7"

66 45¢

This Deed made this the third day of
October 1894, by A. J. Jackson and Luanda
his wife of the first part, to R. L. Pen-
nington trustee, of the second part.
Witnesseth; That whereas the said A. J.
Jackson being now indebted to R. J.
Wood in the full sum of \$750.⁰⁰
Seven hundred and fifty dollars, bear-
ing interest from date, and being
desirous of securing said sum of
money now in consideration of the
premises aforesaid, and of the sum
of one dollar in hand paid the
said first named parties do hereby
give, grant, sell and convey unto
said Pennington, trustee, and with
covenants of general warranty, two
certain lots or parcels of land
lying and being in Lee County Vir-
ginia, in the town of Pennington
Gap, and known on the plat and
plan of said property of record
in the proper Clerk's office of Lee
County, as lots numbered Thirty-two
and thirty-three, in ~~Block~~ Eighteen
and plat two of said town, to have
and to hold said lots of land with
their appurtenances, and appendages

unto the said Pennington and his
heirs forever; In trust nevertheless
to secure said sum of money with
its interest due and payable as
shown by note of even date to-wit:
\$50.⁰⁰ due January 3, 1895, \$50.⁰⁰ due April
3, 1895, \$50.⁰⁰ due July 3, 1895, \$50.⁰⁰ due
October 3, 1895, \$50.⁰⁰ due January 3, 1896,
\$100.⁰⁰ due July 3, 1896, \$100.⁰⁰ due January
3, 1897, \$100.⁰⁰ due July 3, 1897, \$100.⁰⁰
due January 3, 1898, and the remain-
der due July 3, 1898. Now, if said
sums or sums of money with its
interest be not duly paid as it
becomes due, then on the request
of said R. J. Wood, said Pennington
shall duly advertise the time terms
and place of sale for thirty days at
such places as he may deem proper,
and on some Court day at the front
door of the Court house, of Lee County,
offer for sale said ~~lots~~ or enough
thereof to pay such sums as may
then be unpaid at public outcry, and
to the highest bidder for cash in hand,
and the proceeds of such sale he
shall apply to the payment of the

costs of drawing and recording deeds
and the commissions on sales, and
the amount due said R. J. Wood on
said notes, and the residue to said
Jackson. Witness the following signatures
and seals the day and year above
written.

R. J. Jackson 
Amanda L. Jackson 

Virginia, Lee County to wit;

I, E. W. Pennington, a Notary Public in
and for the County and State aforesaid
do certify that R. J. Jackson and, whose
name is signed to the writing above
bearing date on the Third day of October
1894, has this day acknowledged the
same before me in my County aforesaid.
Given under my hand this 6th day of
October 1894.

E. W. Pennington
Notary Public

Virginia, Lee County to wit;

I, E. W. Pennington, a notary public
in and for the County and State
aforesaid, do hereby certify that
Amanda J. Jackson whose name is
signed to the writing above bearing date
on the 3rd day of October 1894 has
acknowledged the same before me
in my County aforesaid. Given

under my hand this the 15th day
of October, 1894.

E. W. Pennington
Notary Public

Virginia, Lee County to wit;
In the office of the clerk of said
County the 15th day of October 1894 this
deed was presented and together
with the certificate thereto annexed
admitted to record

Attest; J. O. H. Richmond, clerk,

A. J. Jackson. ex. ex.

W. J. Jackson.

E. W. Pennington

6 le. 75-0

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *A. J. Jackson, the Pennington Gap Improvement Company a Corporation organized under the laws of Va and doing business therein and R. J. Wood*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *October*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by

R. L. Pennington Administrator of the estate of Mrs M Pennington deceased

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *10th* day of *October*, 189*6*, and in the *12 / st* year of the Commonwealth.

A. B. Munsey Clerk.

copy per [illegible]
B. J. Wood
R. L. Pennington admr
SUPENA.
vs. {
IN CHANCERY,
A. J. Jackson et al
Pennington Prop. q.

To *2nd Oct* Rules.

CIRCUIT COURT.

*Executed Oct 16th 1896, as to the Pennington
Prop Improvements Company by delivering
a copy of the within summons to
H. L. Jackson ^{president} of the said
Co., and as to A. J. Jackson
& B. J. Wood by delivering a copy
of the within ^{summons} ~~notice~~ to each of them
in person.*

W. P. Weston, D.C.